

No 4209 Equity

Petition &
Report of
SalesWilliam H. Derr
Mortgagor of Tideman
Hall
On
PetitionNo. 4209 Equity
In the Circuit Court of Frederick
County, sitting as a Court of Equity

May Term, 1878.

To the Honorable the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity,

The report and petition of William H. Derr, Mortgagor, respectfully shows unto your Honors that on the 24th day of March A.D. 1873, Tideman Hall of Frederick County, Maryland, Conveyed to your Petitioner by his Deed of Mortgage of said date those two tracts or parcels of land situate and lying in Frederick County, the first tract containing four and one eighth acres of land more or less - the other containing two hundred and seven acres and sixteen perches of land more or less, the same being particularly set forth and described in said Mortgage a copy of which is filed herewith, Marked Exhibit No 1 which with all other Exhibits filed, is prayed to be taken and considered as part of this Petition and Report, as fully as if set forth therein in words and figures. That by the said Mortgage it was "Provided that if the said Tideman Hall shall make default in the payment of certain promissory notes in said Mortgage specified when they shall fall due, or the interest thereon or either of them or when demanded shall be made for the payment of them after due or either of them, the said notes being a promissory note payable to William H. Derr for Five Hundred and Eighty seven & $\frac{7}{100}$ dollars, dated 18th day of January 1873, payable one year after date; Also a due bill payable to said Mr H. Derr, for Thirteen & $\frac{7}{100}$ dollars dated Jan'y 18th, 1873; also a balance due upon promissory note for Two Hundred and Eighty seven & $\frac{7}{100}$ dollars payable to Geo. W. Derr, dated Jan'y 18th, 1873; also a promissory note payable to Elizabeth Derr for Four Hundred dollars dated March 12th, 1868, with interest from date; Also a promissory note payable to Elizabeth Derr for Eight Hundred and Eighty & $\frac{6}{100}$ dollars dated Jan'y 18th, 1873, payable one year after date, with interest; Also a promissory note payable to Mrs Eliza Hall for Five Hundred and Eighty seven & $\frac{7}{100}$ dollars dated Jan'y 18th, 1873, payable one year after date with interest. - And it was further, by the said Mortgage, provided, that should said Tideman Hall fail to indemnify and save harmless Joseph Crome from all loss or costs by reason of his being surety upon two promissory notes, one for One thousand dollars dated on or about 8th March 1873, payable to David Baker or order, with interest; and one for four hundred dollars, dated 13th March 1873, payable at the Frederick Town Savings Institution six months after date. Then in the event of such failure and default upon the